



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
070007

RFP Title:
Rosebud Battlefield State Park Management Plan Facilitator

RFP Response Due Date and Time:
July 7, 2006
2:00 P.M., Local Time

Number of Pages: 33

ISSUING AGENCY INFORMATION

Procurement Officer:
Sally Byrd, 406-495-3249

Issue Date:
06/07/06

Montana Fish, Wildlife & Parks
PO Box 200701
930 Custer Avenue
Helena, MT 59620-0701

Phone: 406-495-3249
Fax: 406-495-3253
TTY Users, Dial 711
Website: <http://www.fwp.mt.gov>
Listed Under Public Documents

INSTRUCTIONS TO OFFERORS

Return Proposal to:

Montana Fish, Wildlife & Parks
Purchasing Unit
PO Box 200701
930 Custer Avenue
Helena, MT 59620-0701

Mark Face of Envelope/Package:

RFP Number: 070007
RFP Response Due Date: July 7, 2006, 2:00P.M.

Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

Debarred vendor statement. Offeror certifies by signing this RFP that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

Instructions for Using this RFP Template

- Insert appropriate information when requested in areas that appear in red. (As you insert information, change font color from red to automatic, unbold, and delete underlining, if appropriate.) Most of the text in this RFP Template, excluding titles and section headings, is in an Arial 11 font size.
- Decide which optional paragraphs are needed and delete those not needed. **DO NOT USE THE AUTONUMBERING OR TABLE OF CONTENTS GENERATION FEATURES.** Change paragraph numbering and page numbers throughout the document, including the Table of Contents, as necessary to accommodate material that has been added or deleted.
- **Delete this text box and page when the RFP is ready to issue by clicking on the text box boundary, pressing delete, and deleting the section break on this page.**

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.mt.gov/doa/gsd/osbs/default.asp> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	<u>June 7</u>
Deadline for Receipt of Written Questions	<u>June 16</u>
Deadline for Posting of Written Responses to the State's Website	<u>June 23</u>
RFP Response Due Date	<u>July 7, 2:00pm</u>
Offeror Interviews/Product Demonstrations (Optional)	<u>possible week of August 14</u>
Intended Date for Contract Award (Optional)	<u>possible week of August 21</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Fish, Wildlife & Parks, (hereinafter referred to as “the State”) is seeking a contractor to provide a Management Plan Facilitator to facilitate, coordinate and assist with the production and writing of a comprehensive management plan for Rosebud Battlefield State Park. The park is located about 50 miles southeast of Crow Agency, Montana. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of **18 months** beginning **Upon Contract Execution**. Renewals of the contract, by mutual agreement of both parties, may be made at **six-month** intervals or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of **three** years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Sally Byrd**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Sally Byrd**
Address: **PO Box 200701, 930 Custer Ave**
Telephone Number: **406-495-3249**
Fax Number: **406-495-3253**
E-mail Address: **sbyrd@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **June 16**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **June 23** to all questions received by **June 16**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov>
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listed under recent public notices, by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. An individual authorized to legally bind the business submitting the proposal must sign the proposals in ink. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.4 Price Sheets. Offerors *must* respond to this RFP by utilizing the RFP Cost Proposal breakouts found in Section **(5)**. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and 5 copies** to the **Montana Fish, Wildlife & Parks, Purchasing Unit, P O Box 200701, 930 Custer Ave, Helena MT 59620.** **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP**#070007.** ***Proposals must be received at Fish Wildlife and Parks prior to 2:00, Mountain Standard Time, July 7th, 2006.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. After RFP scoring is complete, offerors may also be required to clarify their RFP response or to further define their offer through an individual or company interview, an oral presentation and/or product demonstration, which would be scored in addition to the RFP. In either case, offerors should be prepared to send qualified personnel to **Helena**, Montana, to discuss technical and contractual aspects of the proposal. Interviews, oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the “Request for Documents Notice,” the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the draft Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE’S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 INTRODUCTION

The State of Montana, Montana Department of Fish, Wildlife & Parks, Parks Division, (the State, or FWP) is soliciting proposals from individuals or organizations interested in providing services to Fish Wildlife and Parks for coordinating and facilitating with the planning process, writing, editing, and production of the Rosebud Battlefield State Park Management Plan.

3.1 SCOPE

This park was acquired in 1978 from the Elmer “Slim” Kobold who ranched here for over forty years. A small buffalo jump dates use of this area approximately 5,000 years ago. The site is most known for the locale of the 1876 Battle of Rosebud Creek. Here, the Northern Cheyenne Indians and the Sioux Indians, led tactically by Crazy Horse and spiritually by Sitting Bull, successfully turned back General George Crook and about 1,300 troops from Fort Fetterman, Wyoming Territory. As a result, Crook did not convene with Colonel John Gibbon from Montana Territory or General Alfred Terry from Dakota Territory. Eight days later, one of Terry’s attachments led by Colonel George Custer, met their death at the Little Bighorn. Never before in the history of American Plains Fighting, had such a large force (estimated 2,200 Indians) engaged the forces of the United States.

The 3,052-acre park is also a fine example of early homesteading by the Kollmars and later Elmer “Slim” Kolbold. Pressure to strip mine coal in the 1960’s induced Mr. Kobold to protect the Battle of the Rosebud site for future generations. Fish Wildlife and Parks does not own any of the mineral or oil and gas rights under the park. Private interests own about 80% of the mineral rights under the park and the remaining 20% are owned by the Bureau of Land Management, who leases these rights to private interests. The rights of the mineral and oil and gas rights owner supercede those of the surface rights owner. Requests to trespass through the park to access nearby lands for mineral development have been denied.

In 1972, the land was listed on the National Register of Historical Places. As a result of collaborative efforts by Fish Wildlife and Parks, Montana Preservation Alliance (MPA), National Park Service, the Northern Cheyenne tribe and the State Historic Preservation Office, the park was approved in 2005 by the National Park Service National Historic Landmarks Advisory Board to be designated as a National Historic Landmark.

This multiple-use park offers a wealth of diverse values for pre-historic, historic, military, natural, cultural and recreational opportunities for Montana citizens and visitors.

Management of the park must address many issues surrounding these values. A variety of stakeholders have an interest in the park and will help form recommendations as part of an advisory committee. The planning process should be sensitive to the cultural diversity of these stakeholders and use effective means of gathering their input, while managing timeframes to complete the plan effectively. A brief description of some of the stakeholders follows.

The park has six neighbors immediately adjacent, one of which allows public use of the private roadway through their ranch property. The Department of Natural Resources owns land adjacent to the park. The Bureau of Land Management owns mineral rights under the park. Mineral development in Montana is being promoted to stimulate the state’s economy.

The battle history is linked to other regional state parks, national parks and museums. Bighorn County in Montana and Sheridan County in Wyoming are interested in how the park can influence tourism and the local economy. Local ranchers, via a lease agreement with Fish Wildlife and Parks, have used the park for grazing in the past. Some authorized and unauthorized commercial use occurs in the park. The park is also a resource for recreationists who participate in hunting, hiking, bird watching, photography and sight-seeing.

Historic preservationists are concerned with looting, and deterioration of cultural remains and buildings by private and commercial users. Archeologists would like to conduct additional research to better determine the age of prehistoric sites. The U.S. Armed Forces visit the relatively unaltered battle site annually to study warfare tactics. Decendents of Mr. Kolbold continue to be interested in the future of the park.

The Rosebud Battle, and therefore the park, is significant to four Native American Tribes. The Northern Cheyenne are currently expressing the most interest in the park. The Crow assisted General Crook in the Rosebud Battle and currently own adjacent land and mineral rights under the park. The Sioux and Shoshone tribes were involved in the 1876 battle. A successful planning process and successful park management in the future must provide ample opportunities for active planning input from the Northern Cheyenne, Crow, Sioux and Shoshone tribes.

Visitation may increase as regional and national recognition of the site increases. With this, often comes public demand for services and an increased need to protect the site from resource damage. Services are very limited, currently; Fish Wildlife and Parks has seasonal maintenance staff, a portion of an FTE for management oversight, and a limited annual budget for weed control, signs, fencing, interior road and building maintenance. The plan must address how Fish Wildlife and Parks will actively manage people, including: groups, special events, students, and tours. The park can work collaboratively with local, regional and national tourism affiliates and historic interests.

The Montana Preservation Alliance (MPA) received an American Battlefields Protection grant with matching funds provided by Fish Wildlife and Parks. Documents for this grant must be completed by December 2006, when grant resources expire. The Plan Coordinator will facilitate one to two advisory committee meetings that will help form recommendations for both the grant project and the comprehensive plan.

Fish Wildlife and Parks developed a management strategy plan (attached at the end of this RFP document) in 2003 to state the Department's basic goals and management objectives. The plan at hand will be more comprehensive in acquiring public input to identify issues and develop strategies to manage those issues.

Management Plan Goals

- Effectively build trust among stakeholders.
- Ensure that stakeholders have ownership in the process and in the final recommendations.
- Implement an objective planning process that makes recommendations to the department.
- Ensure that all stakeholder concerns are considered.
- Collaboratively determine ways to manage major issues at the park, such as: cultural and resource preservation, site development, access, mineral rights development, natural resources, interpretation, historical and archeological preservation, agricultural use, and recreational use.
- Identify actions and corresponding timelines to address issues.
- Develop a master site plan including various zones identifying acceptable levels of development throughout the park and/or primary uses.
- Complete management plan by January 2008.

Fish Wildlife and Parks will evaluate proposals from single or cooperative offerors. Fish Wildlife and Parks may request an interview or presentation after the evaluation of the proposals. This scored interview or presentation would give the top candidates an opportunity to further define their offer. Venders will be notified of time and place should interviews be requested. Unless proposed in response of this RFP, no subcontractors may participate within the scope of the contract without prior written consent of FWP.

3.2 OFFEROR DUTIES AND RESPONSIBILITIES

The offeror will be responsible for the timely completion of a well-facilitated process and a professionally written and integrated management plan. Offeror will be responsible for researching, editing, and writing

the major components of the Plan, with help and coordination from Fish Wildlife and Parks. In order to achieve this goal, the offeror will:

3.2.1 Review *Rosebud Battlefield State Park Management Strategy* and other existing pertinent reports, surveys, research, etc. that may supply supporting and background information to the Plan.

3.2.2 Commit to spending a minimum of three hours at the park touring with the Regional Park Manager to become better familiar with the Park resources and issues.

3.2.3 Create a project timeline and process steps for design and facilitation of the planning process, including development and production of the plan document for review and approval. Timeline and steps to be agreed upon prior to project start.

3.2.4 Organize meetings with Fish Wildlife and Parks and Montana Preservation Alliance (MPA) to coordinate process.

3.2.5 Coordinate public information campaign for public information and involvement. Work with Fish Wildlife and Parks to determine the methods of agency and public involvement. Working with Fish Wildlife and Parks staff, help prepare and distribute public notices and news releases announcing involvement opportunities and other milestones throughout process. Approximately one to three public open house-type meetings will be held. Organize all public meeting logistics, from arranging for a room, set-up, and refreshments. Work with FWP staff to research, create and produce graphs, maps and charts for public meetings. Focus efforts on organizing, facilitating, recording and analyzing public information, and compiling results for use in plan development.

3.2.6 Coordinate meetings with the volunteer advisory committee, including: scheduling, facilitating, and taking accurate meeting notes. A minimum of six meetings will be held in various locations in southeastern Montana and possibly northern Wyoming. One to two of these meetings will directly address cultural resource issues to provide input to Montana Preservation Alliance (MPA).

3.2.7 Guide the process of identifying issues and recommendations to address the issues. Facilitate dialogue among all stakeholders to give Fish Wildlife and Parks clear managing guidance. Consider means of soliciting input that is sensitive to cultural differences and most beneficial to the process outcome, while effectively managing timelines.

3.2.8 Coordinate planning process and issues in the comprehensive management plan with the cultural resources management recommendations being prepared by Montana Preservation Alliance.

3.2.9 Facilitator will keep all interested parties informed of the Plan's progress through periodic updates to be agreed upon prior to project start. Facilitator will provide opportunity for advisory committee and Fish Wildlife and Parks reviews and editing of draft(s) prior to public review. Fish Wildlife and Parks will help collect and synthesize comments.

3.2.10 Compile and write all diverse information into a concise, readable, professional document. Develop and incorporate maps, charts, photos and graphs as necessary to clarify information or add to the visual appeal of the plan. Public review of completed draft plan will include one or more open houses.

3.2.11 Facilitator will work with advisory committee and Fish Wildlife and Parks to incorporate public comments into draft plan and review/edit resulting document. Fish Wildlife and Parks will help collect and synthesize public comments.

3.2.12 Upon FWP's acceptance of plan offeror will produce one original, camera-ready version of the draft and final plans and associated amendments as approved by Fish Wildlife and Parks. Offeror will also provide an electronic version compatible with Fish Wildlife and Parks web page applications and

electronic formats. Offeror will provide copies of all paper and electronic background materials used in completing the plan.

3.3 AGENCY RESPONSIBILITIES

3.3.1 Fish Wildlife and Parks, Parks Division Administrator will provide final approval of the offeror's design, facilitations, timelines, development and production proposals for the plan.

3.3.2 Fish Wildlife and Parks will provide all existing background resource documents.

3.3.3 Fish Wildlife and Parks will work with the offeror to implement public information campaign, such as editing and distributing news releases, to promote involvement in and awareness of the planning process.

3.3.4 Fish Wildlife and Parks personnel will attend and assist with the scheduling, organizing, set-up and oversight of all meetings.

3.3.5 Fish Wildlife and Parks will provide staff technical assistance to design and layout a master plan, and GIS technical mapping.

3.3.6 Fish Wildlife and Parks will review and edit components of the management plan on a timely basis.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY" IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 Experience

Offerors are to provide information clearly addressing the minimum requirements listed below. If offerors intend to use any subcontractors or partners, identify the portions of the project for which they will be responsible and provide information clearly addressing the requirements listed below relevant to their role in the project.

4.1.1.1 Experience successfully overseeing multi-player projects from start to finish, especially projects involving a government agency (Fish Wildlife and Parks specifically), a volunteer advisory committee, a non-profit entity, and the general public. Projects also of interest are those involving ranchers, natural resource developers, historic and cultural preservationists, commercial services providers, tourism industry, historical preservationists, and local governments.

4.1.1.2 Experience that is directly relevant to all phases of this project: facilitating meetings, public involvement and public forum experience; determining issues and identifying group recommended actions to manage those issues.

4.1.1.3 Demonstrated ability and training in conflict resolution and consensus building among individuals or groups with diverse interests. Demonstrated ability in maintaining a professional demeanor in these situations.

4.1.1.4 Experience working with Native American cultures and governments. Include tribal affiliations, offerors role in the project, and outcome.

4.1.1.5 Experience in planning, cultural or natural resources management, or recreation management.

4.1.1.6 Evidence of ability to produce required materials in a timely fashion consistently over an extended process.

4.1.1.7 Experience and ability to effectively and accurately translate group discussions into goals, objectives and specific actions; ability to write clearly and concisely with sensitivity toward stakeholder concerns.

4.1.1.8 Skills in advanced word processing and document production experience, editing skills, data analysis and research skills, and the skills necessary to work effectively with software and programs, which produce graphics, photos, graphs, charts, maps, and spread sheets.

4.1.2 Method of Providing Services.

Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3.2. Offeror must specifically address each of the following categories.

- 4.1.2.1** Draft project timeline and process steps for designing and facilitating the planning process. Propose general dates and locations for process planning meetings, open house(s), advisory committee meetings, and other public input. Include any additional means of input considered necessary to effectively involve diverse stakeholders. Include review and approval steps necessary to develop and produce the planning document. Allow review of a minimum of two complete draft documents to reach a Draft Management Plan released for public comment. The advisory committee may convene two additional times to review the plan prior to public release and to modify the plan as a result of public comment. Fish Wildlife and Parks must approve the Final Management Plan. Timeline and process steps will be agreed upon prior to project start.
- 4.1.2.2** Discuss methods you would use to identify issues with the general public, stakeholders, different interested cultures, volunteer advisory committee and agency staff.
- 4.1.2.3** Discuss methods you would use to identify recommended actions and find group agreement to address the issues.
- 4.1.2.4** Elaborate on methods you would use to communicate among all those involved about plan progress, meeting dates and summaries.
- 4.1.2.5** Explain which staff is responsible for carrying out each component of the plan and how staff will effectively communicate with each other and the other parties involved in the process.

4.1.3 References

Provide a minimum of three (3) references for whom you or your firm effectively coordinated and successfully facilitated a planning process similar to the type proposed in this RFP. Preferably services were rendered in the last five (5) years and the process involved Native Americans, a public government agency, and private interests. The project should have included writing and editing a resulting collaborative document.

The offeror shall provide the project name, client company name, contact person(s), telephone number, e-mail address, the location where the services were provided, starting and ending dates that services were provided, and five (5) hard copies of the final product developed for each of the three references.

For each referenced project, give a complete description of the service provided, the stakeholder groups represented, number of stakeholder meeting dates, duration, locations, and general meeting topics.

These references may be contacted to verify offeror's ability to provide the services in a timely, cost effective manner, communication throughout the project and facilitating skills. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.4 Resumes and Company Profile

4.1.4.1 Offeror shall specify how long the company submitting the proposal has been in the business of facilitation and management planning and under what company name. The offeror should have at least five (5) years experience completing similar projects.

4.1.4.2 Offeror personnel, partners and subcontractors shall provide a resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in the aspects of the contract for which they will be involved.

4.1.5 Letter of Interest

Fish Wildlife and Parks understands that communication among all parties involved and a good working relationship with the offeror is vital to the success of this project. Fish Wildlife and Parks will be relying on the expertise and skills of the offeror to help develop a useful, meaningful and effective management plan for Rosebud Battlefield State Park. What would you like the evaluation committee to know about you or your company that would provide a better understanding of the assets, skills and expertise you bring to this project?

SECTION 5: COST PROPOSAL

The anticipated cost and project funds to coordinate stakeholder participation and facilitation, management plan development, design and production is \$40,000. The offeror must develop and present a budget for this proposal addressing all aspects and phases of the project, broken out by the categories listed below. Budget details will include, but are not limited to the costs of equipment, materials, supplies, labor and wages, travel, indirect costs, and delivery of the camera-ready format and electronic plan to Fish Wildlife and Parks.

Unless clearly and specifically noted otherwise in the proposal, and confirmed in a subsequent contract, submission of a proposal indicates acceptance by the offeror of the conditions contained in the RFP. The State will not reimburse offerors for any expenses incurred in preparing proposals or participation in any informational meetings prior to proposal submission and contract execution.

Budget detail must be line item specific (i.e., car mileage at price per mile, number of staff) and must include the categories listed below. Proposed cost figures must be complete and comprehensive. The proposed budget should be easily followed to show how cost figures were computed and derived.

List details of other expenses using separate sheet if necessary.

Planning Meetings with Agency and on Site Tours

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$

Public Open Houses - Public Involvement and Public Review of Draft Plan

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$

Stakeholder Involvement - Six Advisory Meetings and Two Plan Reviews w/ Committee (minimums)

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$

Plan Development

Staff		\$
Materials		\$
Other		\$

Sub Total \$

Total Project Cost \$

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 430 points**.

The **Experience, Resumes/Company Profile, References, Ability to Meet Supply Specifications, and Letter of Interest** portions of the offer will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

In addition, FISH WILDLIFE AND PARKS may request individual or company interviews with the top offeror(s) to further clarify their proposals and qualifications.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

Proposals will be evaluated on a combination of experience, effective process, timelines and cost.

Total points possible = 430.

Experience points	__30__ % of points for a possible _130_
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	Category	Section of RFP	Point Value
A.	Number of relevant multi-player projects successfully facilitate within given timelines	4.1.1.1 and .6	30
B.	Experience facilitating, resolving conflict	4.1.1.2 and .3	30
C.	Experience with stakeholders relevant to this project	4.1.1.1	20
D.	Experience with Native American cultures & govt. relationships	4.1.1.4	20
E.	Experience in planning, resource or recreation management	4.1.1.5	10
F.	Demonstrated experience translating group discussions into clearly written document with graphics	4.1.1.7 and .8	20

Ability to Provide Services points	__20__ % of points for a possible _85_
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	Category	Section of RFP	Point Value
A.	Project design and timeline	4.1.2.1	30
B.	Methods to identify issues, actions, group agreement	4.1.2.2 and .3	25
C.	Experience and methods to effectively and inclusively communicate process among staff, stakeholders, public and agencies	4.1.2.4 and .5	30

References points	__15__ % of points for a possible _65_
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	Category	Section of RFP	Point Value
A.	Complete description of service & stakeholders relativity to this project,	4.1.3	20
B.	Final product samples, demonstrated writing skills, usefulness as a management tool	4.1.3	30
C.	Product design, readability, use of graphics	4.1.3	15

Resumes/Company Profile points	__10__ % of points for a possible _45_
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	Category	Section of RFP	Point Value
A.	Years of Experience	4.1.4	15
B.	Number of Relevant Past Projects	4.1.4	15
C.	Staff Qualifications	4.1.4.2	15

Letter of Interest	__5__ % of points for a possible _20_ points
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	Category	Section of RFP	Point Value
A.	Thorough understanding of project and outcome, quality & relevant assets, desire, writing ability	4.1.5	20

Cost Proposal		<u>20</u> % of points for a possible <u>85</u> points	
Category		Section of RFP	Point Value
A.	Process Planning Meetings	5.0	15
B.	Public Involvement	5.0	20
C.	Stakeholder Involvement	5.0	30
D.	Plan Development	5.0	20

Lowest overall cost for each category cost receives the maximum allotted category points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: possible points for one Stakeholder Involvement category cost is 30. Offeror A's cost for this category is \$8,000. Offeror B's cost is \$10,000. Offeror A would receive 30 points, Offeror B would receive 24 points ($\$8,000/\$10,000 = 80\% \times 30 \text{ points} = 24$).

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Cost/Price Adjustments (Optional)
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance (Optional)
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Intellectual Property (Optional)
13. Patent and Copyright Protection (Optional)
14. Contract Performance Security (Optional)
15. Contract Termination
16. Liaison and Service of Notices
17. Meetings
18. Contractor Performance Assessments (Optional)
19. Transition Assistance
20. Choice of Law and Venue
21. Scope, Amendment and Interpretation
22. Execution

DRAFT CONTRACT
Rosebud Battlefield State Park Management Plan Coordinator
(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana **Fish, Wildlife & Parks**, (hereinafter referred to as "the State"), whose address and phone number are **P O Box 200701, 1420 6th Ave East, 406-444-3764** and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **upon contract execution** and terminate **in 18 months**, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **6-month** intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of **three** years.

3. COST/PRICE ADJUSTMENTS

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at any time or at the time of contract renewal through a process of negotiation with the Contractor and the State.

Total contract will not exceed \$40,000.00

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following:

CONTRACTOR DUTIES AND RESPONSIBILITIES

The contractor will be responsible for the timely completion of a well-facilitated process and a professionally written and integrated management plan. Contractor will be responsible for researching, editing, and writing the major components of the Plan, with help and coordination from Fish Wildlife and Parks. In order to achieve this goal, the offeror will:

Review *Rosebud Battlefield State Park Management* Strategy and other existing pertinent reports, surveys, research, etc. that may supply supporting and background information to the Plan.

Commit to spending a minimum of three hours at the park touring with the Regional Park Manager to become better familiar with the Park resources and issues.

Create a project timeline and process steps for design and facilitation of the planning process, including development and production of the plan document for review and approval. Timeline and steps to be agreed upon prior to project start.

Organize meetings with Fish Wildlife and Parks and Montana Preservation Alliance (MPA) to coordinate process.

Coordinate public information campaign for public information and involvement. Work with Fish Wildlife and Parks to determine the methods of agency and public involvement including scoping. Working with Fish Wildlife and Parks staff, help prepare and distribute public notices and news releases announcing involvement opportunities and other milestones throughout process. Approximately one to three public open house-type meetings will be held. Organize all public meeting logistics, from arranging for a room, set-up, and refreshments. Work with staff to research, create and produce graphs, maps and charts for public meetings. Focus efforts on organizing, facilitating, recording and analyzing scoping information, and compiling results for use in plan development.

Facilitate meetings with the volunteer advisory committee, including: scheduling, facilitating, and taking accurate meeting notes. A minimum of six meetings will be held in various locations in southeastern Montana and possibly northern Wyoming. One to two of these meetings will directly address cultural resource issues to provide input to MONTANA PRESERVATION ALLIANCE (MPA).

Guide the process of identifying issues and recommendations to address the issues. Facilitate dialogue among all stakeholders to give Fish Wildlife and Parks clear managing guidance. Consider means of soliciting input which are sensitive to cultural differences and most beneficial to the process outcome, while effectively managing timelines.

Facilitate planning process and issues in the comprehensive management plan with the cultural resources management recommendations being prepared by Montana Preservation Alliance.

Facilitator will keep all interested parties informed of the Plan's progress through periodic updates to be agreed upon prior to project start. Coordinator will provide opportunity for draft reviews and editing prior to and after public review. Fish Wildlife and Parks will help collect and synthesize comments.

Compile and write all diverse information into a concise, readable, professional document. Develop and incorporate maps, charts, photos and graphs as necessary to clarify information or add to the visual appeal of the plan. Public review of completed draft plan will include an open house.

Facilitator will work with advisory committee and Fish Wildlife and Parks to incorporate public comments into draft plan and review/edit resulting document. Fish Wildlife and Parks will help collect and synthesize public comments.

Upon FWP's acceptance of plan offeror will produce one original, camera-ready version of the draft and final plans and associated amendments as approved by Fish Wildlife and Parks. Offeror will also provide an electronic version compatible with Fish Wildlife and Parks web page applications and electronic formats. Offeror will provide copies of all paper and electronic background materials used in completing the plan.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **Rosebud Battlefield State Park Management Plan Coordinator** to be provided, the State shall pay according to the following schedule.

Milestone/Deliverable	Payment % of Total
Milestone 1: research; process outline; initial public involvement (RFP Section 3.2.1 to 3.2.5)	15%

Milestone 2: Facilitate advisory committee & develop recommendations (RFP Section 3.2.6 to 3.2.8)	20%
Milestone 3: Submit draft plan to public for review (RFP Section 3.2.9 to 3.2.10)	30%
Milestone 4: Modify plan based on comments (RFP Section 3.2.11)	15%
Milestone 5: Final Plan Acceptance (RFP Section 3.2.12)	20%
Total	100% payment

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the **Rosebud Battlefield State Park Management Plan Facilitator RFP and facilitation process** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6.3 Based on the historical significance of the Rosebud Battlefield, all documents, photographs, maps, historical information and artifacts or other knowledge and items pertaining to the park obtained in this process are the property of Fish Wildlife and Parks or returned to the initial provider/owner. All materials pertaining to this project will be delivered to Fish Wildlife and Parks upon termination or end of the project.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

9.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **purchasing office of Fish Wildlife and Parks, P O Box 200701, Helena MT 59620**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the

contract. A renewal document must be sent to the **purchasing office of Montana State, Fish Wildlife and Parks, P O Box 200701, Helena MT 59620** upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. INTELLECTUAL PROPERTY

The state shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others, including contractor, to use copyrightable property created under this contract.

13. CONTRACT PERFORMANCE ASSURANCE

13.1 Milestone Payments. Payments to the Contractor will be based on completion and acceptance of each milestone defined in Section 5.1 above.

13.2 Payment Holdbacks. 20 % will be paid to the contractor at the completion and final acceptance of the project as outlined in Section 5.1 above.

14. CONTRACT TERMINATION

14.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **(10) ten days**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least **(10) ten days** prior to the effective date of termination.

14.3 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Sue Dalbey will be the liaison for the State.

PO Box 200701

Helena, MT 59620

Telephone: 406-444-

Fax: 406-444-

E-mail: suedalbey@mt.gov

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:
Cell Phone:
Fax:
E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems may result in termination of the contract.

17. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

18. CHOICE OF LAW AND VENUE

The laws of Montana govern this contract. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

19. SCOPE, AMENDMENT AND INTERPRETATION

19.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP #(insert RFP number), as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

19.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

20. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)
(Insert Address)
(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

BY: _____
BY: _____
(Name/Title)

(Name/Title)

BY: _____
BY: _____
(Signature)

(Signature)

DATE: _____
DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Agency: _____

Approved as to Form:

Procurement Officer (Date)
Fish Wildlife and Parks

Rosebud Battlefield State Park Management Strategy

Adopted June 2003

by

Montana Fish, Wildlife & Parks, Parks Division

This document, approved by the FWP Region 7 Park Manager, Region 7 Supervisor, the Parks Division Administrator, and the Director of Montana Fish, Wildlife, and Parks, will guide management efforts at Rosebud Battlefield State Park until a formal management plan is developed.

Previous to this document, a written management strategy has not been developed for Rosebud Battlefield State Park. During its ownership, FWP has operated under an unstated strategy of maintaining the site with minimal development and management pressure. This strategy, along with budget and staffing constraints within the entire Montana State Parks system, has precluded any major efforts toward developing Rosebud. Although the site has a small kiosk to explain the major points of the battle, along with a brochure that incorporates a map of the battle, no efforts or plans have been made to expand interpretation at the site. With this Rosebud Management Strategy, the Department's goals and management objectives for the park are stated in writing.

This document establishes a mission statement and management guidelines for Rosebud Battlefield State Park. It provides a description of the park and its history, outlines significant values the park offers, and recognizes current and future threats the Rosebud faces. Finally, it provides interim management policies and actions for the park.

MISSION

Based on legislative mandates (MCA 23-1-101) and accepted Department doctrine (2020 Vision, 1998) the following Mission Statement is adopted for Rosebud Battlefield State Park:

“Conserve and protect the scenic, pre-historic, historic, archeological, scientific, and recreational resources of Rosebud Battlefield State Park, providing for their use and enjoyment, contributing to the quality of life for all people in perpetuity.”

The mission serves to conserve and protect the assets of the lands owned by the Montana Fish, Wildlife and Parks Department in as close a condition as possible to the time of the Battle at Rosebud Creek.

ABOUT THE PARK

The Battle of Rosebud Creek took place on June 17, 1876 at the mouth of Kollmar Creek, a tributary to the Upper Rosebud. Brigadier General George Crook commanded a column of 1,300 cavalry, infantry, Native American scouts, packers and miners from Ft. Fetterman, Wyoming Territory as part of a coordinated movement with Colonel John Gibbon, Ft. Ellis,

Montana Territory and Brigadier General Alfred H. Terry, Ft. Lincoln, Dakota Territory. The objective of this operation was to locate elements of the Sioux and Northern Cheyenne Nations who the U.S. government viewed as violating a proclamation requiring all Native Americans to settle on reservations. The Tribes were under the spiritual command of Sitting Bull and the tactical command of Crazy Horse. The three-pronged pincer was to locate, destroy, and capture the camps of the tribes and eventually meet on the Yellowstone River (Vaughn, 1956).

Crook stopped the morning march up the Rosebud at Kollmar Creek and sent his Crow and Shoshone scouts out to locate Crazy Horse's camp, believed to be very close by. Crazy Horse made a decision sometime on the night of June 16 to interdict Crook's move and attack him with an estimated 2,200 riders. Never before in the history of American Plains fighting, had such a force engaged the forces of the United States (National Historic Register Form, 1972).

Crook's scouts were engaged by Crazy Horse's forces and rode swiftly back to Rosebud Creek, followed closely by the tribal forces. A fight involving all of Crook's forces and about half of Crazy Horse's lasted for about six hours. Both sides endured casualties and eventually broke contact. Crook sized things up and returned to Camp Cloud Peak on Goose Creek, Wyoming Territory and stayed there until August, not rejoining in the action with Gibbon and Terry. Crazy Horse moved his camp and joined up with Sitting Bull on the Little Big Horn River, Montana.

Eight days later, George Armstrong Custer, in command of the 7th Cavalry, attached to Terry's column, located a huge Native American camp, possibly 7,000 strong, on the Little Big Horn. He attacked immediately upon discovery, against his specific orders, which were to contact Terry and wait for a coordinated action by the entire pincer. The 7th was totally wiped out that day, causing a national uproar.

The site of the Rosebud battle was owned and ranched by Elmer "Slim" Kobold for over forty years before the land was designated a state park in 1978. In the 1960's and early 1970's, pressure to extract coal from the area near Decker, Montana and under The Rosebud Battlefield, where significant coal reserves exist, induced Mr. Kobold to work at preserving and protecting the Battle of the Rosebud site for future generations. He led many interested people on tours of the area, explaining the course of the battle, showing significant archeological spots, studying and cataloging artifacts, and preserving Native American art. In 1972, with the aid of FWP, he gained designation for the land in the National Register of Historical Places¹. Inclusion in the Registry affords protections from actions by the Federal Government or its agencies. The letting of Oil and Gas leases to Federal Mineral Rights is included in this protection. Partly as a result of Kobold's preservation efforts, Rosebud Battlefield State Park (RBBF) was acquired by FWP in 1978 utilizing Coal Tax Fund monies by direction of the Montana State Legislature.

Today, the park is a multiple-use area covering 3,052 acres of public land, which is almost exclusively surrounded by private lands. The park provides opportunities to visit historic and archeological sites as well as the opportunity to hike, bike,

¹ ¹The National Historic Preservation Act provides for listing to the National Register of Historical Places. Protections offered under NHPA include a required review before any action can be taken by any Federal Agency when Federal permits are required on a project. This includes leasing of Federal mineral rights and oil and gas rights. Sections 106 and 110 of NHPA outline these reviews.

horseback ride, hunt during the open season, and practice Native religious rights. Grazing has also been allowed for several years, with payment to the state.

VALUES

Rosebud Battlefield State Park provides a wealth of pre-historic, historic, military, natural, cultural and recreational values to Montana citizens and visitors.

Historic and Military Values

The 3,052 acres owned by the State of Montana, holds a large number of sites of the 1876 engagement. Overall, the character of the site today looks as it did in 1876. Several other significant battle sites are located on private lands near the Park. An Area of Management Concern (AMC) has been established in conjunction with the Bureau of Land Management to include all sites involved in the battle, and the view-shed with RBBF being the center. This area totals over 11,000 acres.

The Battlefield is revered by several segments of American society as a place where blood was shed and spirits live. A common grave of ten U.S. troopers exists on an unknown site near the Creek. Crook in his haste to depart, had the entire column ride over the grave to mask its location. The number of Native American casualties is not known. There is some assumption that graves from fallen Sioux and Cheyenne riders are on the property. After action reports from Crook's officers do cite locating a wounded Cheyenne warrior when they left the area (Vaughn, 1956). To this day, medicine fetishes, offered to the Native dead can be located in the Ponderosa stands throughout the Park.

The U.S. Armed Forces utilize the RBBF to study fighting of irregular forces in undeveloped terrain. Dr. Jerry Brown, U.S. Command and General Staff College Professor, Fort Leavenworth, Kansas, characterized the Rosebud in recent telephone conversations as "absolutely unique" in the opportunity to assess leadership, intelligence, logistics and communications.

In addition to the military history, the site represents Montana's homestead heritage as evidenced by the Kolbold house, Kollmar homestead site and Kollmar grave site. This site provides opportunities for interpretive programming about the homestead era in Montana.

Cultural and Archeological Values

Native Americans, particularly the Northern Cheyenne, honor the battlefield area. The site holds religious significance. Native Americans utilize the area for religious rights, wherein medicine fetishes dedicated to the participants are tied in trees throughout the battlefield.

A buffalo jump is located approximately ½ mile north of the park entrance. Dr. George Frison, University of Wyoming Archeological Department, dug this jump in 1970, and dated it as far back as 3000 B.C (Frison, 1970). This was the first confirmed site of buffalo jumping activity by native peoples during this time. Dr. Frison categorized the jump as an important

site and advised further work on this site to utilize updated, advanced dating techniques (pers. comm, 2003). Petroglyphs exist on the sandstone walls above the impact and butchering areas near the jump. In addition, the site contains eagle catch sites and vision quest sites.

The Department commissioned an archeological reconnaissance of the entire AMC in 1981. This study identified 45 Smithsonian registered sites, 21 within the Park boundary. In total, the park has 66 Smithsonian registered archeological sites on the state owned property. One hundred and one sites were recorded in the rest of the AMC area. The area in and around Rosebud has one of the highest historical heritage site densities related to that era in all of Montana. When added to the historical sites of the Battle, the buffalo jump, evidence of the homestead era of Montana, and Native American cultural concerns, the Rosebud Battlefield offers “public interpretive potential unmatched on any other Parks Division property” (Rosebud Archeological Survey, 1981). Although some archeological work has been done, all has been preliminary in stature and much of the prehistoric, pre-archaic, and modern historical finds have yet to be investigated properly.

Open Space and Natural Values

RBBF provides public access to 3,052 acres of open space surrounded by private land and the Crow Indian Reservation. Public access to lands in Southeastern and South Central Montana, as well as Northeastern Wyoming, is becoming increasingly rare and valuable. The public access opportunity RBBF provides is highly valued by many people through out the area.

RBBF also provides habitat for a variety of animals and is dedicated to preserving natural prairie grasslands. A great deal of work needs to be done to survey flora and fauna within the park.

Recreation and Aesthetic Values

Rosebud lands and habitat offer a variety of recreational opportunities to visitors. Aside from learning about the historic battle, visitors can walk, bird watch, picnic and relax. The Rosebud currently offers moderate upland game bird hunting and limited big game hunting. Access by vehicle is limited to the main private through-road, the road into the Kobold buildings site and the short “D” route that arises at the foot of Crooks Hill Ridge to the west of the buffalo jump.

Agricultural Values

RBBF currently is used to graze cattle on a rest/rotation cycle as an aid to maintaining plant health and vigor with the side benefit of wild fire control. A five-year grazing contract is currently in place in order to remove volatile fuels that pose fire risks. This agreement provides valuable grazing area for local ranchers.

THREATS

The Montana State Park System Plan, Vision 2020, lists several threats to RBBF, including:

- Lack of a management and/or development plan to effectively respond to public and commercial demands.

- Inclusion of a portion of the park in the exterior boundary of the Crow Reservation. The “107th Meridian Settlement” retained surface ownership for the Department for that portion of the park but transferred Federally-owned mineral rights to the Crow Tribe,
- Increasing commercial pressure.
- Changing attitudes of neighboring landowners toward the park and public programs.
- Vandalism and illegal artifact collection.
- Portions of the actual battlefield are not located within current Park boundaries.

Coal Bed Methane Development

The most immediate threat to RBBF today is the prospect of Coal Bed Methane (CBM) extraction. CBM extraction is a very intrusive operation in which water wells are drilled into underground coal seams, the water associated with this seam is pumped to the surface, allowing the methane gas to be extracted. Usually the water is very saline and is not capable of being used for irrigation or meeting water quality standards. The field development also includes road construction to and from installations, pipelines, compressor stations, gas storage facilities, power lines, separators and the dumping of wastewater from the process.

One common occurrence in the West is a “split estate” in which the surface of a parcel of land is owned by one person, but the mineral and oil and gas rights below are owned by another. In such a case the rights of the owner of the mineral and oil and gas rights supercede those of the owner of the surface rights. Montana FWP does not own any mineral or oil and gas rights under RBBF. Most of the minerals (approximately 80%) under RBBF are held privately and the remaining 20% are held federally. These federal rights were leased out in 1998 to three different companies². The leases are valid until 2008. In 1988, the Department requested that the BLM withdraw all federal mineral rights within the Battlefield. BLM acknowledged the receipt of the request. There is no evidence that these rights were ever withdrawn.

A settlement over the correct placement of the 107th Meridian placed some of the acreage owned by FWP inside the exterior boundary of the Crow Reservation. Also, federal mineral rights associated with that land were transferred to the Crow tribe. In 2002, the Crow tribe decided to develop Coal Bed Methane resources within the exterior boundary of the Reservation, contrary to the moratorium then in effect within the State of Montana. Numerous requests have been received by the Department to trespass through the Park to these and other lands of the Crow by development companies. No permission has been given to date.

The State of Montana placed a moratorium on the development of Coal Bed Methane Natural Gas (CBM) until the completion of an Environmental Impact Statement (EIS) by the BLM on federal oil and gas leases. This EIS was released for further comment on January 19, 2003. A Record of Decision (ROD) was signed by the BLM and Montana Board of Oil and Gas in April of 2003. The Montana Department of Environmental Quality is expected to sign an ROD by the end of May, 2003.

² These leases include a requirement of No Surface Occupancy. Additional review of all oil and gas leases, to include private rights, indicates the same companies hold all the rights under Rosebud. In all probability, waivers of standards (one well per 80 acres) can be made to allow clustering of wells to exploit the Federal leases. It is unclear at this time, if the review process under NHPA was under taken before the letting of the Federal Rights.

The threat of CBM development on the public values of Rosebud Battlefield State Park is immediate and needs to be addressed by the Department. The Park designation intimates protection, as does the listing on the National Registry of Historic Places, and the restrictions in place because Land and Water Conservation Funds were used in the park.

Unregulated Commercial Use

Several commercial tour guide operations include the Rosebud in their itineraries (Stewart, 2002). However, to date the Department has only issued one permit for such operations within the park. The continued increase of unmonitored commercial ventures into the park presents a threat to the unprotected archeological assets in the park.

Public Access

The current access to the park from Highway 314 is entirely across private land. Although the Department has an agreement and amenable relations with Penney Iekel, the road's landowner, it is possible a large increase in visitation to the park or destructive usage could result in the future loss of the agreement. Mrs. Iekel has denied use of the road and any trespass on her land by the Crow CBM development company (Iekel, 2003). The fragility of this park access needs to be addressed.

Battlefield Sites on Private Land

Several sites relating to the Rosebud battle are not included within the boundaries of the State Park. Development for any reason by landowners of these parcels would be a major loss to the battlefield heritage. Acquisition of these properties or conservation easements on these properties is desirable and needs to be addressed if resources become available.

POLICIES AND MANAGEMENT ACTIONS

1. Develop a Rosebud Battlefield State Park Management Plan by January 15, 2006 to manage and protect existing and potential values of the park. According to the Montana State Parks planning process, this document, once completed, will be approved by the Park Administrator and the Director of Fish, Wildlife and Parks.
2. Develop a central file and repository for all information currently available for Rosebud Battlefield State Park to include:
 - a. Current Boundary Maps of the park using GIS technology.
 - b. View shed maps of all locations of the Battle fighting to include those sites not owned by the Department using GIS technology.
 - c. Map of the Area of Management Concern as agreed with the BLM using GIS technology.
 - d. Overlays of locations of all known historic and cultural sites on these maps using GIS Technology.

- e. With the State Historic Preservation Office, inventory all known archeological, historic and cultural sites as well as habitat types and fauna on the Rosebud Battlefield State Park is complete.
 - f. Record accounts of the battle from the Tribes.
- 3. Establish a management presence on the Rosebud Battlefield State Park by stationing an FWP employee at the house on the site.
- 4. Prohibit natural resource extraction, including Coal Bed Methane operations, to the extent allowed by law. Pursue federal withdrawal of oil and gas leases under the property. Develop a mitigation plan to deal with potential impacts to the property from Coal Bed Methane development in the region.
- 5. Continue Rest/Rotation grazing on the property.
- 6. Allow commercial tours by permit only. Charge for this use.
- 7. Replace and update existing interpretive signs.
- 8. Fence riparian areas to protect the stream.
- 9. Limit vehicle access, including bicycles, to the through road, road into the Kolbold buildings and the “D” route.
- 10. Pursue a formal easement for access with the Iekels either for the existing access route or via a more direct route from Highway 314.

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